



# ANNUAL SUPPORT AND MAINTENANCE AGREEMENT

Jalian Systems Pvt. Ltd. offers annual support and maintenance services to its customers, under Jalian Systems's Annual Support and Maintenance Agreement. The services provided and the policies under which the services are rendered are described in this document.

**Jalian Systems Pvt. Ltd.**  
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## I. MAINTENANCE SERVICES

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Jalian Systems provides maintenance services to Licensees of its Software (“Customer”), which is licensed under the Jalian Systems’s authorized Software License Agreement. This may be an Site Software License or Individual Software License, as applicable.

### 2. FEES

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Customers may subscribe to the support and maintenance agreement by paying the annual maintenance fee. The maintenance fee for each successive one-year term shall be due and payable no later than the last day of the then current term. Customer may be required to pay an additional fee if maintenance services lapse and are subsequently resumed. Customers purchasing additional software or modules during the current term of their maintenance agreement may be required to pay additional maintenance fees for the additional software or modules.

### 3. TERM

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Maintenance agreements for new software typically have a one year term (however multi-year agreements are available on most products), beginning on the date the software is shipped. The term of a maintenance renewal will be included on the renewal notice. Jalian Systems or your local reseller will endeavor to send a renewal notice prior to expiration of your current maintenance agreement. Maintenance agreements will automatically terminate: (i) upon termination of the Software License Agreement (if applicable); and (ii) in the event that Customer fails to pay the then current Maintenance Fee when due. The Current and last version are the supported versions of a Product.

## 4. SUPPORT AND MAINTENANCE SERVICES

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The Support and Maintenance Services shall include the following support:

1. Telephone and Email Support. Jalian Systems will provide telephone and email support during Jalian Systems's normal business hours, from 9:30 a.m. through 6:30 p.m., Monday through Friday, Indian Standard Time (GMT +5.30), excluding holidays. Such support will include the opportunity to consult with a member of the Jalian Systems’s technical support staff who will assist the Customer with the Software capabilities, functionality and characteristics and provide basic problem resolution assistance as required. This assistance does not cover training or consulting services. Contact information can be found on our website at [marathonesting.com](http://marathonesting.com).

2. Software Releases. Jalian Systems will make available to Customer such point releases, updates, upgrades, Service Packs (minor patch releases resolving critical bugs) and/or enhancements to the Software which Jalian Systems makes generally available to its Maintenance Customers at no additional charge when available. As Jalian Systems makes available software releases, Jalian Systems reserves the right, at its sole discretion, to discontinue or modify the terms and conditions of support for non-current releases and versions.

3. Excluded Services. Excluded from the coverage of this Agreement are services resulting from misuse or modification of the Software by Customer, failure or interruption of any electrical power, or any accident or other cause external to the Software, including, but not limited to problems or malfunctions related to Customer's network, database, third party software products, and/or computer configurations or Customer's hardware. Such excluded services, and additional consulting services such as training, setup and technical integration may be contracted separately at Jalian Systems's then current labour rates, subject to Jalian Systems's agreement.

4. Customer's Responsibilities. Customer is responsible for (i) notifying Jalian Systems of all problems for which Customer requires assistance, and (ii) allowing, if necessary, access to the Software, and (iii) the assistance of a qualified Customer representative, so that Jalian Systems can perform Maintenance Services hereunder.

## 5. LIMITED WARRANTY

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JALIAN SYSTEMS WARRANTS THAT THE MAINTENANCE SERVICES WILL BE PERFORMED IN A WORKMANLIKE MANNER IN ACCORDANCE WITH INDUSTRY STANDARDS. JALIAN SYSTEMS MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SUBJECT MATTER OF THIS SUPPORT AND MAINTENANCE CONTRACT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY OF ANY KIND RESPECTING ANY MAINTENANCE SERVICES PERFORMED HEREUNDER OR ANY MATERIALS FURNISHED HEREUNDER.

## 6. LIMITATION OF LIABILITY

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THE CUMULATIVE LIABILITY OF JALIAN SYSTEMS TO CUSTOMER FOR ALL CLAIMS ARISING UNDER OR RELATED TO THIS SUPPORT AND MAINTENANCE CONTRACT, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE MAINTENANCE FEES PAID TO JALIAN SYSTEMS WITHIN THE PRIOR YEAR. IN NO EVENT WILL JALIAN SYSTEMS BE LIABLE TO CUSTOMER FOR DAMAGES FOR LOSS OF DATA, LOST PROFITS, OR OTHER INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT, EVEN IF JALIAN SYSTEMS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. THE FOREGOING LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES SHALL APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES.

# About Us

## About Jalian Systems

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Founded in 2005, Jalian Systems is a privately held company based in Bangalore, India. Jalian adopted Marathon in 2006 and provides enhancements and support for the open source product. Jalian's flagship product is *MarathonITE* - the commercial edition of Marathon, the premier Java/Swing™ GUI test automation tool.

Dakshinamurthy K (KD), Managing Director of Jalian Systems, is a founding member of Linux-India (pan-Indian Linux User Group) and ASCI (Agile Software Community of India). He is active in open source communities and contributed to various open source projects like Eclipse, JEdit, Cygwin etc. Prior to starting Jalian Systems, KD was the Chief Technology Officer at Subex Ltd. KD is the main contributor and maintainer of Marathon project.